

**NOVIA HEALTH CARE CLINIC  
INTER-LOCAL AGREEMENT**

THIS INTER-LOCAL AGREEMENT ("Agreement") is made and entered into this 29<sup>th</sup> day of January, 2014, by and between the City of Evansville ("City"), Vanderburgh County ("County"), Evansville-Vanderburgh Airport Authority District ("Airport Authority") and the Evansville-Vanderburgh County Building Authority ("Building Authority").

**WITNESSETH:**

WHEREAS, the City has previously entered into a Management Agreement with Novia CareClinics, LLC, an Indiana limited liability company ("Novia") regarding the management and operation of a health and wellness center (the "Clinic") located within the Civic Center Complex at 1 N.W. Martin Luther King, Jr. Blvd. in Evansville, Indiana (the "Management Agreement");

WHEREAS, the County, Building Authority, and Airport Authority desire to participate with the City in the use of the Clinic for their eligible employees ("Participants");

WHEREAS, Novia intends to expand the Clinic in order to accommodate the County, the Building Authority, Airport Authority and possibly others;

WHEREAS, in consideration of the mutual covenants, terms and conditions herein contained, the parties mutually agree as follows:

**ARTICLE I  
SCOPE AND PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the sharing of Participant costs between the City, the County, Airport Authority and the Building Authority in connection with the operation of the Clinic at the Civic Center Complex in Evansville, Indiana.

**ARTICLE II  
TERM OF DURATION AGREEMENT**

The term of this Agreement shall be for a period of one (1) year commencing on February 1, 2014 and terminating at midnight on December 31, 2014, unless further extended for a specific period of time by the express written consent of all parties prior to December 31, 2014.

**ARTICLE III  
ADMINISTRATION OF AGREEMENT**

The City shall be responsible for notifying the County, Airport Authority and Building Authority of their respective Clinic Participant costs. The County, Airport Authority and Building Authority shall be responsible for maintaining their respective employee eligibility records concerning eligibility to receive services from Novia and shall be responsible for

providing Novia with current census information using software to be provided by Novia. The County, Airport Authority and Building Authority are solely responsible for ensuring that the services to Participants comply with the terms of their respective group health plans and all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, (COBRA), the American with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Genetic Information Nondiscrimination Act (GINA), the Health Insurance Portability and Accountability Act (HIPAA), and related regulations for nondiscrimination related to wellness programs, including codification of these regulations in the Patient Protection Affordable Care Act (PPACA), and the Internal Revenue Code (collectively, "Employee Benefit Laws"). The City, County, Airport Authority and Building Authority shall not have access to medical records of Participants. Novia shall have the right to communicate with Participants regarding any issues pertaining to HIPAA, State Law, protected health information or the services provided by Novia.

The City, County, Airport Authority and Building authority shall comply with the terms and conditions set forth on Exhibit B of the Management Agreement pertaining to the web-based Wellness Portal providing Participants online access to Clinic service and information.

#### **ARTICLE IV SHARING OF COSTS UNDER AGREEMENT**

Novia shall invoice the City on a monthly basis for all costs incurred by Participants utilizing the Clinic pursuant to the City's contract with Novia. The County, Airport Authority and Building Authority shall be subject to a One Dollar (\$1.00) administration fee ("Administration Fee") per eligible employee per month for the City's performance of its duties as the foundational client under the City's agreement with Novia. The Administration Fee shall be included on the invoice provided by the City to the County, Airport Authority and the Building Authority. The City, County, Airport Authority and Building Authority shall each be responsible for their proportionate share of the Participant costs associated with the monthly usage of the Clinic. Each month, the City shall notify the County, Airport Authority and the Building Authority of its Clinic Participant usage expenses and the County, Airport Authority and Building Authority shall pay such amount to the City within thirty (30) days of receipt thereof.

#### **ARTICLE V INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless the other parties, including its duly elected and appointed officials, employees and agents from any and all claims, demands, actions, suits and losses, whether civil or criminal in nature, due to or arising out of any negligent act or omission relating to or resulting from the performance of any act or duty under this Agreement.

## **ARTICLE VI TERMINATION WITHOUT CAUSE**

This Agreement may be terminated by any party by such party giving the other parties written notice of its intention to terminate least one hundred eighty (180) days prior to such termination date. Notwithstanding the foregoing, termination shall be in compliance with the Management Agreement. In the event the County, Airport Authority, or Building Authority fails to pay any costs or fees contemplated herein, the City shall provide notice of such delinquency to the responsible party and such delinquent party shall pay the delinquent amount within ten (10) days of such notice. A delinquent party's failure to pay any delinquent amount following notice shall result in termination of this Agreement with respect to the delinquent party. In the event that Novia or the City terminate the Management Agreement, this Agreement shall terminate effective the date of termination of the Management Agreement.

## **ARTICLE VII NOTICES**

All notices to be given to the parties hereunder shall be sent by certified mail or by some other verifiable method, addressed to the following:

**To City:**

Mayor's Office  
302 Civic Center Complex  
1 NW Martin Luther King, Jr. Blvd.  
Evansville, Indiana 47708

**To County:**

Board of Commissioners of Vanderburgh County  
305 Civic Center Complex  
1 NW Martin Luther King Jr. Blvd.  
Evansville, Indiana 47708

**To Building Authority:**

Evansville-Vanderburgh County Building Authority  
317 Civic Center Complex  
1 NW Martin Luther King Jr. Blvd  
Evansville, IN 47708

**To Airport Authority:**

Evansville-Vanderburgh Airport Authority District  
7801 Bussing Dr.  
Evansville, IN 47725

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY, by and through its Board of Public Works

BY:

Marty Amisler  
Marty Amisler, President

1-23-14  
Date

ATTEST:

Sharon Evans  
Sharon Evans

Jan. 23, 2014  
Date

Anthony Brooks, Vice-President

Date

A.C. Braun  
A.C. Braun, Member

1-23-14  
Date

APPROVED AS TO FORM BY:

Ted C. Ziemer, Jr.  
Ted C. Ziemer, Jr.  
Corporation Counsel  
1/27/14  
Date

APPROVED by Evansville City Council:

John Friend  
By: John Friend  
John Friend, President  
1/27/14  
Date

AIRPORT AUTHORITY

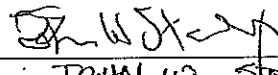
Rick Kaskel  
Rick Kaskel, President ~~DAVID GUNN, VICE PRESIDENT~~


1-27-2014  
Date

ATTEST:

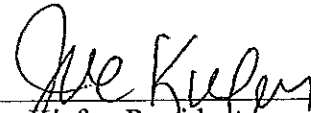
By David L. May  
1/27/2014  
Date


**BUILDING AUTHORITY**


By   
JOHN W. STANLEY  
1-28-14  
Date

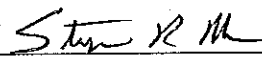
ATTEST:  
By   
RUSSEL A. REAMON  
1-28-14  
Date

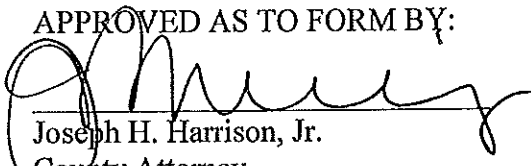
COUNTY, by and through its Board of Commissioners

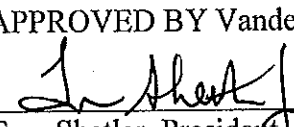
  
Joe Kiefer, President  
1/21/14  
Date

  
Joe Gries, Auditor  
1/21/14  
Date

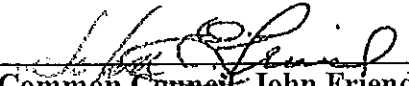
  
Marsha Abell, Vice-President  
1/21/14  
Date

  
Stephen Melcher, Member  
1/21/14  
Date

APPROVED AS TO FORM BY:  
  
Joseph H. Harrison, Jr.  
County Attorney  
1/21/14  
Date

APPROVED BY Vanderburgh County Council:  
  
Tom Shetler, President  
1/29/14  
Date

PASSED BY the Common Council of the City of Evansville, Indiana, on the 27 day of January, 2014, on said day signed by the President of the Common Council and attested by the City Clerk.

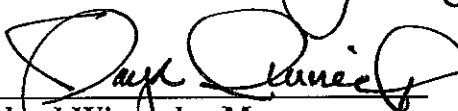
  
\_\_\_\_\_  
President of the Common Council, John Friend

ATTEST: Laura Windhorst  
Laura Windhorst, City Clerk

Presented by me, the undersigned City Clerk of the City of Evansville, Indiana, to the Mayor of said city, this 20 day of January, 2014, for his consideration and action thereon.

Laura Windhorst  
\_\_\_\_\_  
Laura Windhorst, City Clerk  
City of Evansville, Indiana

Having examined the foregoing resolution, I do now, as Mayor of the City of Evansville, Indiana, approve said resolution and return the same to the City Clerk this 30th day of January, 2014.

  
\_\_\_\_\_  
Lloyd Winnecke, Mayor  
City of Evansville, Indiana

APPROVED AS TO FORM  
BY TED ZIEMER, CORPORATION COUNSEL